

These are the tentative rulings for civil law and motion matters set for Tuesday, January 8, 2019, at 8:30 a.m. in the Placer County Superior Court. The tentative ruling will be the court's final ruling unless notice of appearance and request for oral argument are given to all parties and the court by 4:00 p.m. today, Monday, January 7, 2019. Notice of request for oral argument to the court must be made by calling (916) 408-6481. Requests for oral argument made by any other method will not be accepted. Prevailing parties are required to submit orders after hearing to the court within 10 court days of the scheduled hearing date, and after approval as to form by opposing counsel. Court reporters are not provided by the court. Parties may provide a court reporter at their own expense.

NOTE: Effective July 1, 2014, all telephone appearances are governed by Local Rule 20.8. More information is available at the court's website, www.placer.courts.ca.gov.

EXCEPT AS OTHERWISE NOTED, THESE TENTATIVE RULINGS ARE ISSUED BY COMMISSIONER MICHAEL A. JACQUES AND IF ORAL ARGUMENT IS REQUESTED, ORAL ARGUMENT WILL BE HEARD IN DEPARTMENT 40, LOCATED AT 10820 JUSTICE CENTER DRIVE, ROSEVILLE, CALIFORNIA.

1. M-CV-0069805 In the Matter of Burkhart, Garrett

The motions for leave to withdraw as counsel and motion for continuance were continued by prior order of the court to February 19, 2019, at 8:30 a.m. in Department 40.

2. M-CV-0069959 Wells Fargo Bank, N.A. vs. Lyons, Gerard J.

Plaintiff's motion for summary judgment is granted.

Summary judgment may be granted where there is no triable issue as to any material fact, and moving party is entitled to judgment as a matter of law. Code Civ. Proc. § 437c(c). The party seeking summary judgment bears the burden of showing there is no triable issue of material fact, and that the party is entitled to judgment as a matter of law. *Aguilar v. Atlantic Richfield Co.* (2001) 25 Cal.4th 826, 850. If the moving party carries its initial burden of production to make a prima facie showing that there are no triable issues of material fact, the burden shifts to the opposing party to make a prima facie showing of the existence of a triable issue of material fact. *Id.*

Plaintiff submits evidence which establishes that the parties entered into an agreement whereby plaintiff extended a line of credit to defendant. (SSUMF 1.) Defendant accepted and used the credit card account provided by plaintiff, but defaulted on his obligations of payment while owing the principal sum of \$6,350.99. (SSUMF 2-11.) This evidence is sufficient to establish the elements of plaintiff's causes of action for breach of contract and common counts, and the burden shifts to defendant to establish the existence of a triable issue of material fact. However, as the motion is unopposed, defendant fails to meet his burden.

3. M-CV-0071635 Stamas, Manuel vs. Viviano, Ryan

This tentative ruling is issued by the Honorable Michael W. Jones. If oral argument is requested it shall be heard on **Wednesday, January 9, 2019, at 8:30 a.m. in Department 33.**

Motion to Vacate Judgment

Defendant's motion to vacate judgment is denied. Defendant fails to establish that his failure to appear at trial was the result of excusable neglect pursuant to Code of Civil Procedure section 473(b) as he fails to show that his actions or inactions were that of a reasonably prudent person under the same circumstances.

4. S-CV-0029131 Westwood Montserrat, Ltd. vs. AGK Sierra de Montserrat

The motion for attorneys' fees is continued to January 22, 2019, at 8:30 a.m. in Department 40.

5. S-CV-0035955 Felix, Aricela vs. GDB Investment, Inc.

Plaintiff's motion to strike or tax prejudgment interest is granted. Intervenor KB Insurance Co., Ltd ("KB") filed a memorandum of costs November 5, 2018, claiming prejudgment interest in the amount of \$10,937.50 pursuant to Civil Code section 3291. KB states that it served a Code of Civil Procedure section 998 offer to plaintiff in the amount of \$37,500, which was not accepted, and consequently claims entitlement to prejudgment interest from the date of the filing of the complaint.

Civil Code section 3291 by its plain language applies only to an offer to compromise made by a plaintiff in a personal injury action. Further, the statute provides that if plaintiff obtains a more favorable judgment than an unaccepted 998 offer, plaintiff is entitled to interest at the legal rate *on the judgment* from the date of the offer. Nothing in the language of Civil Code section 3291 allows a defendant or intervenor on behalf of a defendant to recoup prejudgment interest on the amount of its unaccepted 998 offer to plaintiff.

Prejudgment interest claimed by KB in the amount of \$10,937.50 shall be taxed in its entirety.

6. S-CV-0035975 Stout, Michelle, et al vs. John Mourier Construction, Inc., et al

The motion for leave to intervene by Financial Pacific Insurance Company on behalf of G&E Landscaping, Inc. is granted. Intervenor shall file and serve its complaint in intervention on or before January 25, 2019.

7. S-CV-0037049 Richardson, Karen vs. Bethel Lutheran Church

Appearance required on January 8, 2019, at 8:30 a.m. in Department 40.

8. S-CV-0038637 King, Anna P. vs. Hyundai Motor America

The motion for summary adjudication is continued to January 15, 2019, at 8:30 a.m. in Department 40. The court apologizes for any inconvenience to the parties.

**9. S-CV-0039308 Keller, Kristina vs. County of Placer, et al
S-CV-0038788 Gaches, Todd vs. City of Auburn, et al**

This tentative ruling is issued by the Honorable Michael W. Jones. If oral argument is requested it shall be heard **Wednesday, January 9, 2019, at 8:30 a.m. in Department 33.**

Motion to Consolidate

Plaintiff's motion to consolidate is granted. Placer County Superior Court Case No. SCV-39308, *Keller v. County of Placer, et al*, shall be consolidated with Placer County Superior Court Case No. SCV-38788, *Gaches v. City of Auburn, et al*. Case No. SCV-38788 shall be the lead case.

10. S-CV-0039535 Balch, Faith vs. Solnus Three, et al

The petition to approve compromise of pending action as to claimant Faith Balch is granted as prayed. The proposed form of order is in order. If oral argument is requested, appearance of claimant is excused.

11. S-CV-0039831 Shintaku, Janice, et al vs. Pulte Home Corporation, et al

Motion to Intervene on Behalf of Builders Showcase Interiors, Inc.

The motion for leave to intervene by Contractors Insurance Company of North America on behalf of Builders Showcase Interiors, Inc. is **continued to January 29, 2019, at 8:30 a.m. in Department 40**. The proof of service in the court's file is insufficient as it fails to identify the names and electronic service addresses of the persons served. Code Civ. Proc. § 1013b(b). Moving party may file an amended proof of service at least five court days prior to the continued hearing date.

Motion to Intervene on Behalf of Martin Magdaleno, Inc.

The motion for leave to intervene by Contractors Insurance Company of North America on behalf of Martin Magdaleno, Inc. is **continued to January 29, 2019, at 8:30 a.m. in Department 40**. The proof of service in the court's file is insufficient as it fails to identify the names and electronic service addresses of the persons served. Code Civ. Proc. § 1013b(b). Moving party may file an amended proof of service at least five court days prior to the continued hearing date.

Motion to Intervene on Behalf of RCR Plumbing and Mechanical, Inc.

The motion for leave to intervene by Contractors Insurance Company of North America on behalf of RCR Plumbing and Mechanical, Inc. is **continued to January 29, 2019, at 8:30 a.m. in Department 40**. The proof of service in the court's file is insufficient as it fails to identify the names and electronic service addresses of the persons served. Code Civ. Proc. § 1013b(b). Moving party may file an amended proof of service at least five court days prior to the continued hearing date.

Motion to Intervene on Behalf of Western Shower Door, Inc.

The motion for leave to intervene by Contractors Insurance Company of North America on behalf of Western Shower Door, Inc. is **continued to January 29, 2019, at 8:30 a.m. in Department 40**. The proof of service in the court's file is insufficient as it fails to identify the names and electronic service addresses of the persons served. Code Civ. Proc. § 1013b(b). Moving party may file an amended proof of service at least five court days prior to the continued hearing date.

Motion to Intervene on Behalf of Forsyth Marble, Inc.

The motion for leave to intervene by Contractors Insurance Company of North America on behalf of Forsyth Marble, Inc. is **continued to January 29, 2019, at 8:30 a.m. in Department 40**. The proof of service in the court's file is insufficient as it fails to identify the names and electronic service addresses of the persons served. Code Civ. Proc. § 1013b(b). Moving party may file an amended proof of service at least five court days prior to the continued hearing date.

Motion to Intervene on Behalf of Elegant Surfaces

The motion for leave to intervene by Contractors Insurance Company of North America on behalf of Elegant Surfaces is **continued to January 29, 2019, at 8:30 a.m. in Department 40**. The proof of service in the court's file is insufficient as it fails to identify the names and electronic service addresses of the persons served. Code Civ. Proc. § 1013b(b). Moving party may file an amended proof of service at least five court days prior to the continued hearing date.

12. S-CV-0039945 Bollinger, Candace vs. Capstone Logistics, LLC, et al

Motion to Compel Responses to Request for Production of Documents (Set One)

Defendants' motion to compel responses to Request for Production of Documents (Set One) is granted. Plaintiff shall serve verified responses to the subject discovery, without objections, within 10 days of service of notice of entry of the court's order on this motion.

Motion to Compel Responses to Special Interrogatories (Set One)

Defendants' motion to compel responses to Special Interrogatories (Set One) is granted. Plaintiff shall serve verified responses to the subject discovery, without objections, within 10 days of service of notice of entry of the court's order on this motion.

Motion to Compel Responses to General Interrogatories (Set One)

Defendants' motion to compel responses to General Interrogatories (Set One) is granted. Plaintiff shall serve verified responses to the subject discovery, without objections, within 10 days of service of notice of entry of the court's order on this motion.

13. S-CV-0039980 Barrett Business Services, Inc. vs. Miller, David W., et al

The motion to compel responses to discovery is continued to January 17, 2019, at 8:30 a.m. in Department 42 to be heard by the Honorable Charles D. Wachob.

14. S-CV-0040219 Patterson, James vs. Lapierre, D.M.D, Jamie Lee, et al

Appearance required on January 8, 2019, at 8:30 a.m. in Department 40.

15. S-CV-0040387 Chaconas, Madonna, et al vs. Pulte Home Corporation

Motion for Determination of Good Faith Settlement

Barbosa Cabinets, Inc.'s motion for determination of good faith settlement is granted. Based on the standards set forth in *Tech-Bilt v. Woodward Clyde & Associates* (1985) 38 Cal.3d 488, the settlement at issue is within the reasonable range of the settling party's proportionate share of liability for plaintiffs' injuries, and therefore is in good faith within the meaning of Code of Civil Procedure section 877.6.

Motion for Leave to Intervene

Financial Pacific Insurance Company's motion for leave to intervene on behalf of Martin Magdaleno, Inc. dba El Dorado Grading Company, is granted. Intervenor shall file its complaint in intervention on or before January 25, 2019.

16. S-CV-0040587 Barnes, Michael vs. Norquist Salvage Corporation Inc.

The motion to dismiss is continued to January 17, 2019, at 8:30 a.m. in Department 42 to be heard by the Honorable Charles D. Wachob.

17. S-CV-0040825 Essential Mech. Svcs., Inc. vs. Pac. Air Cond. & Heating, Inc.

The motion to compel discovery and motion to compel response to deposition subpoena are continued to January 15, 2019, at 8:30 a.m. in Department 40.

18. S-CV-0041007 Ramirez, Randolph vs. Roseville Pt. Health & Wellness Center

The motion to be relieved as counsel for plaintiff by Steven H. Schultz and the Law Office of Steven H. Schultz is granted, effective upon the filing of proof of service of the court's order granting the motion on plaintiff and all parties who have appeared in the action.

19. S-CV-0041269 Scheiber Ranch Properties, LP, et al vs. City of Lincoln

The demurrer to complaint is continued to January 15, 2019, at 8:30 a.m. in Department 40. The court apologizes for any inconvenience to the parties.

20. S-CV-0041389 Davis, Whitey, et al vs. Harmatz, Joshua Weiss, et al

This tentative ruling is issued by the Honorable Michael W. Jones. If oral argument is requested it shall be heard **Wednesday, January 9, 2019, at 8:30 a.m. in Department 33.**

Demurrer to First Amended Complaint

The demurrer to first amended complaint is continued to January 29, 2019, to be heard by the Honorable Michael W. Jones. Moving party fails to demonstrate compliance with Code of Civil Procedure section 430.41. The declaration of Graham Cridland filed in support of the demurrer states that counsel sent a written meet-and-confer letter to plaintiffs on July 23, 2018. However, as an amended complaint was filed September 28, 2018, counsel for moving party does not establish that he met and conferred in person or by telephone after the filing of the amended pleading, as required by Code of Civil Procedure section 430.41(a). Prior to the continued hearing date, counsel for the moving party shall comply with the meet and confer requirements of the statute, and shall file a supplemental declaration pursuant to Code of Civil Procedure section 430.41(a)(3) no later than one week prior to the continued hearing date.

21. S-CV-0041457 Hobbs, Danielle E. vs. McCown, Judy

The motion to compel discovery was dropped by the moving party.

22. S-CV-0041493 W1 Holdings, et al vs. Bank of New York Mellon, et al

This tentative ruling is issued by the Honorable Michael W. Jones. If oral argument is requested it shall be heard **Wednesday January 9, 2019, at 8:30 a.m. in Department 33.**

Demurrer to Complaint

Rulings on Requests for Judicial Notice

Defendant Bank of New York Mellon's ("BONY's") request for judicial notice is granted as to Exhibits 1-23. BONY's request for judicial notice is denied as to Exhibit 24, as this exhibit is irrelevant to any issues to be determined by the court for the purpose of the pending demurrer. Plaintiffs' request for judicial notice is denied, as Exhibit A is not a document of which judicial

notice may be taken pursuant to Evidence Code sections 451 or 452. However on the court's own motion, judicial notice is taken of current information from the California Secretary of State's website which shows plaintiff W1 Holdings to be in good standing as of November 8, 2018.

Ruling on Demurrer

A party may demur to a complaint where the pleading does not state facts sufficient to constitute a cause of action. Code Civ. Proc. § 430.10(e). A demurrer tests the legal sufficiency of the pleadings, not the truth of the plaintiff's allegations or the accuracy of the described conduct. *Bader v. Anderson* (2009) 179 Cal.App.4th 775, 787. The allegations in the pleadings are deemed to be true no matter how improbable the allegations may seem. *Del E. Webb Corp. v. Structural Materials Co.* (1981) 123 Cal.App.3d 593, 604. The court assumes the truth of all facts properly pleaded, and accepts as true all facts that may be implied or reasonably inferred from facts expressly alleged, unless they are contradicted by judicially noticed facts. *Evans v. City of Berkeley* (2006) 38 Cal.4th 1, 6. However, the court does not assume the truth of contentions, deductions, or conclusions of facts or law. *Id.* BONY's demurrer to complaint is sustained in part and overruled in part as set forth below.

As a preliminary matter, the court does not agree with BONY's contention that plaintiffs' claims are barred by the doctrines of res judicata or collateral estoppel. The causes of action alleged in the current complaint are not identical to, and do not arise from the same transactional nucleus of facts as, the prior action by plaintiff W1 Holdings against BONY. Further, the court does not agree that plaintiff Anne Taylor ("Taylor") was in privity of interest or virtually represented in the prior action by W1 Holdings.

Defendants also argue that plaintiffs have alleged insufficient facts to support allegations that certain defendants acted as agents of BONY with respect to certain actions alleged in the complaint. Plaintiffs concede in opposition that they are aware of no facts to support the assertion that defendant John Frederick Tidgewell acted as an agent for BONY. As to remaining co-defendants, the allegations of the complaint are sufficient to allege agency. Agency is a statement of ultimate fact and does not need to be specifically alleged at the pleading stage. *Meyer v. Graphic Arts Int'l Union* (1979) 88 Cal.App.3d 176; *Skopp v. Weaver* (1976) 16 Cal.3d 432.

The bulk of plaintiffs' claims arise from a purported lease agreement between W1 Holdings and Taylor, entered into March 31, 2017, four days after BONY purchased the subject property through foreclosure. Plaintiffs contend that the lease agreement is valid because a trustee's deed upon sale was not recorded until April 5, 2017. Plaintiffs' argument is not persuasive. Civil Code section 2924h(c) states:

[T]he trustee's sale shall be deemed final upon acceptance of the last and highest bid, and shall be deemed perfected as of 8 a.m. on the actual date of sale if the trustee's deed is recorded within 15 calendar days after the sale...

In this case, the trustee's deed was recorded on April 5, 2017, within 15 days after the foreclosure sale. Pursuant to Civil Code section 2924h(c), the sale was deemed perfected as of 8 a.m. on March 27, 2017, the actual date of sale. Accordingly, at the time W1 Holdings entered into the lease agreement with Taylor, it had no possessory or ownership interest to convey, and the March 31, 2017, lease agreement was invalid. The causes of action in the complaint which rely on the validity of the lease agreement fail as a matter of law. Plaintiffs set forth no manner in which these causes of action could be amended to change their legal effect. Consequently, the demurrer is sustained without leave to amend as to the first cause of action for breach of contract, third cause of action for wrongful eviction, fifth cause of action for violation of Protecting Tenants at Foreclosure Act, sixth cause of action for violation of Homeowners Bill of Rights, seventh cause of action for breach of quiet enjoyment; eighth cause of action for breach of implied warranty of habitability, ninth cause of action for breach of implied covenant of quiet enjoyment, tenth cause of action for violation of Civil Code sections 1940.2 and 1942.5, seventeenth cause of action for interference with business relationship, and eighteenth cause of action for violation of good faith and fair dealing.

The demurrer is sustained without leave to amend as to plaintiffs' fourteenth cause of action for violation of the California Rules of Professional Conduct, Rule 2-100. The California Rules of Professional Conduct do not create private rights of action. See Rule 1-100; *Noble v. Sears, Roebuck & Co.* (1973) 33 Cal.App.3d 654, 658-659.

The demurrer is sustained with leave to amend as to plaintiff Taylor's second cause of action for violation of the Unruh Civil Rights Act and fifteenth cause of action for violation of Government Code section 12955.7. Taylor does not allege any actions by BONY or any alleged agents of BONY which would constitute discrimination in providing accommodations on the basis of Taylor's race, ancestry or national origin, or which would constitute coercion, intimidation or interference with accommodations based on Taylor's exercise of the right to be free from discrimination or harassment on the basis of her race, ancestry or national origin. As to plaintiff W1 Holdings, the demurrer is sustained without leave to amend, as W1 Holdings does not allege standing for the purpose of these claims, and suggests no way in which the claims could be amended to establish its standing.

The demurrer is sustained with leave to amend as to plaintiff Taylor's sixteenth cause of action for negligence per se and nineteenth cause of action for negligent infliction of emotional distress. Plaintiffs argue in opposition to the demurrer that BONY owed a duty of care to Taylor by virtue of the lease agreement. As noted above, the lease agreement between W1 Holdings and Taylor is invalid, and does not establish a duty of care owed by BONY to Taylor. As to plaintiff W1 Holdings, the demurrer is sustained without leave to amend, as W1 Holdings has alleged no basis for asserting these causes of action.

The demurrer is sustained with leave to amend as to plaintiff Taylor's twenty-first cause of action for intentional infliction of emotional distress. To allege this claim, plaintiff must allege "extreme and outrageous conduct," meaning conduct "so extreme as to exceed all bounds of that usually tolerated in a civilized community." *Schlauch v. Hartford Acc. & Indemnity Co.* (1983) 146 Cal.App.3d 926, 936. The allegations of the complaint fail to describe conduct that is "so extreme as to exceed all bounds of that usually tolerated in a civilized community." Further,

Taylor does not sufficiently allege actual and proximate causation of emotional distress by defendant's allegedly outrageous conduct. See *Cervantez v. J.C. Penney Co.* (1979) 24 Cal.3d 579, 593. The court notes that plaintiff W1 Holdings has withdrawn this cause of action.

The demurrer is overruled as to plaintiff Taylor's eleventh cause of action for trespass. A cause of action for trespass may be sustained by one in peaceable possession of property, even if plaintiff does not have a legally cognizable possessory interest. "[O]ne in peaceable though wrongful possession of real property may sue in tort for forcible interference with that possession even in the absence of injury to his person or goods". *Allen v. McMillion* (1978) 82 Cal.App.3d 211, 214. However, the demurrer is sustained without leave to amend as to plaintiff W1 Holdings, which alleges no basis for asserting this claim.

The demurrer is overruled as to plaintiff Taylor's twelfth cause of action for invasion of privacy. BONY argues that Taylor cannot assert this claim because she is a "trespasser" and a "squatter" at the subject property. Such terms are legal conclusions and at this stage in the proceedings, the court has made no such determinations. As noted by BONY, ongoing unlawful detainer proceedings are pending against Taylor. Further, this claim is not solely based on an incident which occurred March 28, 2017, prior to Taylor taking possession of the subject property, but also on other alleged incidents of BONY and/or its agents entering into the locked backyard without permission. (See, e.g., Complaint at ¶ 71.) The court notes that plaintiff W1 Holdings has withdrawn this cause of action.

The demurrer is overruled as to plaintiff Taylor's thirteenth cause of action for slander. BONY argues that Taylor cannot assert this claim based on allegations that BONY and/or its agents called Taylor a "squatter" because Taylor is trespassing at the property. As noted above, the court has made no such determination at this stage in the proceedings. Further, contrary to BONY's argument, the term "trespasser" or "squatter" does impute a person with having committed a crime, and therefore may constitute slander under Civil Code section 46. The court notes that plaintiff W1 Holdings has withdrawn this cause of action.

In summary, the demurrer is sustained without leave to amend as to plaintiffs' first, third, fifth, sixth, seventh, eighth, ninth, tenth, fourteenth, seventeenth and eighteenth causes of action. The demurrer is sustained without leave to amend as to W1 Holdings' second, eleventh, fifteenth, sixteenth and nineteenth causes of action. The demurrer is sustained with leave to amend as to Taylor's second, fifteenth, sixteenth, nineteenth and twenty-first causes of action. The demurrer is overruled as to Taylor's eleventh, twelfth and thirteenth causes of action. Plaintiffs have voluntarily withdrawn the fourth cause of action for constructive eviction and twentieth cause of action for violation of Business and Professions Code section 17200. W1 Holdings has voluntarily withdrawn its twelfth, thirteenth and twenty-first causes of action.

Plaintiff Taylor may file her amended complaint on or before February 1, 2019.

23. S-CV-0041625 Hicks, Jason vs. Jacoby, Stephanie

Appearance required. It appears that the December 11, 2018, order continuing the case management conference may have been improvidently made. The court contemplates advancing the case management conference and setting trial in this matter.

Plaintiff's motion and request for orders is denied. Plaintiff requests that the court compel defendant to make rental payments on the residence that is the subject of the complaint, citing Code of Civil Procedure section 872.130, Family Code section 6324 and Civil Code section 3334. None of the cited statutes provides authority for the court to make the requested order. Code of Civil Procedure section 872.130 applies to partition actions, but the current complaint does not seek partition. Family Code section 6324 applies to protective orders or domestic violence prevention orders, which have not been sought in this action. Civil Code section 3334 defines damages caused by the wrongful occupation of real property. As plaintiff fails to provide legal support for the orders requested, the motion must be denied.

24. S-CV-0041641 Avanti Builders, Inc. vs. J Street Capital, LLC

The demurrer to cross-complaint is continued to January 22, 2019, at 8:30 a.m. in Department 40.

25. S-CV-0041691 Avit, LLC vs. Screen Solutions International, LLC

Defendant's motion to recall and quash writ of execution or in the alternative to stay enforcement under Code of Civil Procedure section 918 is denied without prejudice.

As a preliminary matter, the motion was not served with sufficient notice time pursuant to Code of Civil Procedure section 1005(b). Even if the motion had been served with sufficient notice, it would still be denied. The motion is not supported by declaration. Defendant argues with no evidentiary support that the underlying sister-state judgment is void and likely to be set aside. Defendant does not explain why it believes that underlying judgment will be set aside, and does not offer any indication of when a motion to set aside the judgment will be filed and/or heard. Defendant's showing is insufficient to warrant an order recalling or quashing the writ of execution, or staying enforcement pursuant to Code of Civil Procedure section 918.

26. S-CV-0041909 Tocher, Tracy vs. A WI Management Corporation, et al

The motion to compel arbitration is continued to January 22, 2019, at 8:30 a.m. in Department 40.

27. S-CV-0041971 Safi, Mariam Arghandewal vs. Safi, Timur A., et al

The demurrer and motion to strike were withdrawn by the moving party.

These are the tentative rulings for civil law and motion matters set for Tuesday, January 8, 2019, at 8:30 a.m. in the Placer County Superior Court. The tentative ruling will be the court's final ruling unless notice of appearance and request for oral argument are given to all parties and the court by 4:00 p.m. today, Monday, January 7, 2019. Notice of request for oral argument to the court must be made by calling (916) 408-6481. Requests for oral argument made by any other method will not be accepted. Prevailing parties are required to submit orders after hearing to the court within 10 court days of the scheduled hearing date, and after approval as to form by opposing counsel. Court reporters are not provided by the court. Parties may provide a court reporter at their own expense.